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May 8, 2008

Hon. Colleen M. McMahon
United States District Court
500 Pearl Street
New York, NY 10007

Re: Duran v. J.C. Refinishing Contracting, Corp., et al.
Docket No.: 07CV11584(CM)(DFE)

Dear Judge McMahon:

This letter is in opposition to plaintiff's, Timothy C. Duran's, Motion to Compel as to Defendant, Tylman R. Moon & Associates, PA.

Attached, the Court will find a letter to Mr. Duran, dated April 25, 2008 addressing the issues raised by Mr. Duran's motion.

Defendant herein timely responded to Mr. Duran's discovery demands and indicated to him that the documents responsive to his demands would be made available at our office for inspection and copying at a mutually agreed upon time.

Plaintiff immediately protested claiming that he resided in California, preventing him from coming to our office to inspect the documents.

This office tried to accommodate Mr. Duran by undertaking the task of locating a copy facility that could copy the myriad of documents for Mr. Duran within a relatively short period of time. (See Plaintiff's Exhibit "D".) We located a facility, forwarded the documents to that facility and provided Mr. Duran with the name, address, telephone number and contact information. The documents were in fact copied, Mr. Duran received these copies on April 28, 2008 and the original were returned to our office. Therefore, Mr. Duran's motion is moot.

It is unfortunate that the Court had to be involved with these bookkeeping matters. It is not our intention to burden this Court unnecessarily. It is our hope that the parties will be able to resolve any future disputes between themselves, although it has been our experience that pro se litigants lack the necessary trust in the other side in order to move the case along expeditiously.

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Unfortunately, keeping in mind with Mr. Kiley's procedural problems with Mr. Duran, we anticipate the same since Mr. Duran has insisted over and over again that our right to depose him is limited to twenty -five (25) minutes, the time remaining since Mr. Kiley has used six hours and thirty -five minutes.

Rather than embark on unnecessary motion practice, it is our hope that all these issues will be resolved when we meet with Magistrate Eaton.

We therefore, respectfully request, that plaintiff's motion be denied in its entirety.

Respectfully,
GARY JOHN DMOCH & ASSOCIATES

/s/

Gary J. Dmoch (GD9667)
Attorney at Law

GJD/ps
Att.

CC: Timothy C. Duran
Kevin J. Kiley, Esq.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Letter in Opposition to Plaintiff's Motion to Compel has this 8th day of May, 2008 been sent via first class mail, postage prepaid, to Plaintiff, Timothy C. Duran at 330 Commercial Street, San Jose, California 95112 and to counsel for Defendants J.C. Refinishing Contracting Corp., Kevin J. Kiley, Esq., at the Law Offices of Kiley, Kiley & Kiley, PLLC, 107 Northern Boulevard, Suite 304, Great Neck, New York 11021.

This 8th day of May, 2008.

_____/s/
Pantelis Skulikidis

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April 25, 2008

Timothy C. Duran
330 Commercial Street
San Jose, CA 95112

Re: Duran v. J.C. Refinishing Contracting Corp., et al.
Docket No.: 07 CV 11584

Dear Mr. Duran:

This is just to clarify the events that transpired over the past few days with respect to the documents that have been available at our office for you to inspect and copy:

1. Despite it being your responsibility to locate a copy facility, our office undertook the task because of the fact that you are located in California. The copy facilities we located all wanted to ship the documents out to a processing facility and required over a week to copy the documents (which was unacceptable);
2. We finally located a copy facility in Manhattan, which indicated that the copies could be made within 24 to 48 hours, depending on the amount of documents;
3. On April 23, 2008, our office faxed you a letter indicating that the documents have been forwarded to the location by federal express, not that the documents were at the location;
4. You responded with your letter of even date, indicating that you contacted the copy facility and that they never heard of our office. Although they may not have recognized this office's name, the associate at this office did in fact call and make arrangements with Tom Kryger;
5. Our office received a telephone call from Mr. Bob Skae (who apparently had our number despite your allegations that they never heard of us) indicating that they received a telephone call from you regarding the documents and were given the impression you did not want this facility to make the copies;

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6. This caused us to contact our office personnel who had gone to the fedex facility and instructed them to return to the office with the documents. We then forwarded our letter of April 23, 2008.

Your accusations that this office is purposely delaying or attempting to take advantage of you, or your status as a pro se party, are unfounded and unjustified.

The documents were obtained from our client and made available to you for copying and inspection at our office. You requested that the documents be copied since you were in California.

Although it is not our obligation to do anything more than make the documents available, as a courtesy, we located a copying facility and had our office personnel prepare the documents for shipment to that facility.

Since you have not contacted our office or provided us with a new copying facility, the documents, again, will be dropped off at a federal express facility, who will in turn deliver the documents to Commerce Photo-Print Corp. located at 15 Dutch Street, 3rd Floor, NY, NY 10038. Their telephone number is (212) 619-2679.

We suggest you contact them on Monday, April 25, 2008 and make the necessary arrangements for the copying and payment.

Respectfully,
GARY JOHN DMOCH & ASSOCIATES

/s/
Gary J. Dmoch
Attorney at Law

GJD/ps

Cc: Kevin Kiley